

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

McElligott Associates

2. Registration No.

05151

3. Name of Foreign Principal

The Embassy of The Republic of The Sudan

Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

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8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Cultural events, liaison work between principal and various government agencies and institutions.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Liaison work between principal and various government agencies and institutions.

Date of Exhibit B	Name and Title	Signature
Feb. 18, 1997	Janet McElligott Chief Executive Officer	

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political interests, policies, or relations of a government of a foreign country or a foreign political party.

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (this "Agreement"), made and entered as of the 10th day of January, 1997, by and between The Republic of The Sudan ("Client"), and McElligott Associates ("Consultant"). Client has requested Consultant to provide it with certain services more fully described herein.

Section 1

SCOPE OF SERVICES

1.1 Project Services; Consultant shall provide cultural advice and general information and public relations services in support of Client's embassy in the United States of America. Consultant shall use its best efforts to provide such services.

1.2 Conduct of Services. All work shall be performed in a workmanlike and professional manner by principals, employees or consultants of Consultant having a level of skill commensurate with the requirements of this Agreement.

Section 2

METHOD OF PERFORMING SERVICES

2.1 Method of Performing Services. Consultant shall have the right to determine the method, details, and means of performing the work to be done for Client. Client shall have no right to, and shall not, control the manner or determine the method of accomplishing Consultant's services.

2.2 Scheduling. Consultant will try to accommodate work schedule requests to the extent possible. Should any personnel of Consultant be unable to perform scheduled services because of illness, resignation, or other causes beyond Consultant's reasonable control, Consultant will attempt to replace such employee within a reasonable time, but Consultant shall not be liable for delays resulting from factors beyond its control.

Section 3

TERM AND TERMINATION

3.1 Term. The term of this Agreement shall be for one year, commencing on January 10, 1997.

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3.2 Termination. This Agreement may be terminated by mutual consent of the parties, or by either party upon written notice if the other party materially breaches any obligation provided hereunder.

3.3 Renewal. This Agreement shall be automatically renewed from year to year unless, on or before December 1 of the year preceding any anniversary date of the commencement of the first term of this Agreement, either party shall notify the other party that the Agreement shall not be renewed.

Section 4

FEES, EXPENSES, AND PAYMENT

4.1 Fees. In consideration of the services to be performed by Consultant, Client shall pay Consultant One Hundred Thousand United States Dollars (US\$100,000) per annum. The obligation to pay fees commences upon the commencement of this Agreement.

4.2 Expenses. Nothing in this Agreement shall be interpreted to require Consultant to bear any expenses on behalf of Client. Any expense reimbursement shall be negotiated separately between Client and Consultant

4.3 Payment. Client shall pay all fees owing to Consultant hereunder in four equal quarterly payments, one each on or before the last day of February, May, August, and November of each year. In the event of termination of this Agreement for any reason, fees shall be calculated and paid at a daily rate through the date of termination, without any set-off or deduction whatsoever. Payment of reimbursement for expenses incurred by Consultant on behalf of Client shall be negotiated separately.

Section 5

TREATMENT OF PERSONNEL

5.1 Compensation of Consultant's Personnel. Consultant shall bear sole responsibility for payment of compensation to its personnel and its legal and other Consultants. Consultant shall pay and report, any taxes attributable to the work of its employees. Consultant shall bear sole responsibility for any health or disability insurance, retirement benefits, or other welfare or pension benefits, if any, to which such personnel may be entitled.

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Section 6

LIMITATION OF LIABILITY

6.1 No Consequential Damages, etc. In no event shall Consultant be liable to Client for any incidental, indirect, or consequential damages of Client.

Section 7

MISCELLANEOUS

7.1 Governing Law. This Agreement shall be governed and construed in all respects in accordance with the laws of the District of Columbia as they apply to a contract entered into and performed in such District.

7.2 Independent Parties. The parties are and shall be independent of one another, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Client and either Consultant or any employee or agent of Consultant.

7.3 Notices. All notices required or permitted hereunder shall be given in writing addressed to the respective parties as set forth herein, unless another address shall have been designated, and shall be delivered by hand or by registered or certified mail, postage prepaid.

7.4 Choice of Law. The parties agree that this Agreement and shall be deemed to have been executed and shall be subject to, enforceable and construed pursuant to the laws of the District of Columbia, United States of America.

7.5 Choice of Language. Notwithstanding any translation of this Agreement, whether or not contemporaneous with the negotiation or execution of this Agreement, this English version of this Agreement shall exclusively control.

7.5 Dispute Resolution. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by a single Arbitrator may be entered in any Court having jurisdiction thereof.

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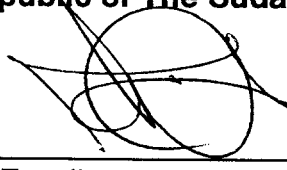
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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, on the date and year first above written.

The Republic of The Sudan



By: _____
His Excellency Mahdi Ibrahim Mohamed
Ambassador

Date: January 23, 1997

Address for correspondence:

Embassy of The Republic of The Sudan
2210 Massachusetts Avenue, N.W.
Washington, D.C. 20008

McElligott Associates

By: Janet McElligott
Janet McElligott, Principal

Date: January 23, 1997

Address for correspondence:

McElligott Associates
1450 G Street, N.W.
Suite 800
Washington, D.C. 20005

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